



Model 9700 Limited Warranty

Wayne Dalton, a division of Overhead Door Corporation ("Seller") warrants to the original purchaser of the Model 9700 ("Product"), subject to all of the terms and conditions hereof, that the Product and all components thereof will be free from defects in materials and workmanship for the following period(s) of time, measured from the date of installation:

Limited Lifetime Warranty* on the Product sections against:

- o Peeling, cracking, or chalking of the original factory-applied coating on the steel sections of the Product
- o The Product becoming inoperable due to rust-through of the steel skin from the core of the Product section, caused by cracking, splitting, or other deterioration of the steel skin, or due to structural failure caused by separation or degradation of the foam insulation.
- o The Product hardware (except springs) and the tracks

Seller warrants the factory attached overlay material against peeling, cracking, chalking, fading or delamination for a period of **TWO (2) YEARS**.

Seller warrants those component parts of the Product not covered by the preceding provisions of this Warranty for a period of **ONE (1) YEAR**.

*Limited Lifetime shall mean as long as the original purchaser owns the house in which the Product is originally installed.

Seller's obligation under this warranty is specifically limited to repairing or replacing, at its option, any part which is determined by Seller to be defective during the applicable warranty period. Any labor charges are excluded and will be the responsibility of the purchaser.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty is made to the original purchaser of the Product only, and is not transferable or assignable. This warranty applies only to Product installed in a residential or other non-commercial application. It does not cover any Product installed in commercial or industrial building applications. This warranty does not apply to any unauthorized alteration or repair of the Product, or to any Product or component which has been damaged or deteriorated due to misuse, neglect, accident, failure to provide necessary maintenance, normal wear and tear, acts of God, or any other cause beyond the reasonable control of Seller or as a result of having been exposed to toxic or abrasive environments, including blowing sand, salt water, salt spray and toxic chemicals and fumes.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE APPLICABLE WARRANTY PERIOD REFLECTED ABOVE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, even if Seller has been advised of the possibility of such damages. Such excluded damages include, but are not limited to, loss of use, cost of any substitute product, or other similar indirect financial loss. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Claims under this warranty must be made promptly after discovery, within the applicable warranty period, and in writing to the authorized distributor or installer whose name and address appear below. The purchaser must allow Seller a reasonable opportunity to inspect any Product claimed to be defective prior to removal or any alteration of its condition. Proof of the purchase and/or installation date, and identification as the original purchaser, may be required. There are no established informal dispute resolution procedures of the type described in the Magnuson-Moss Warranty Act.

SELLER: _____

SELLER'S ADDRESS: _____
